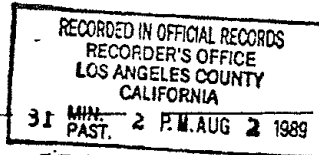


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Recording requested by
and when recorded, mail to:

LATHAM & WATKINS
701 "B" Street, Suite 2100
San Diego, California 92101
Attn: M. Leslie Hovey, Esq.



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AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TORRANCE CENTER II

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TORRANCE CENTER II

THIS AMENDED AND RESTATED DECLARATION is made this 25th day of July, 1989, by Torrance Center II, a California general partnership ("Declarant").

RECITALS

A. Pursuant to that certain Declaration of Restrictions for Torrance Center II dated July 15, 1988 and recorded in the Official Records of the Los Angeles County Recorder's Office as Document No. 98-1116926 (the "Original Declaration"), Declarant subjected Lots 1 through 21, inclusive, of certain real property in the City of Torrance, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto (the "Property"), to certain conditions, covenants and restrictions, upon and subject to which all the Property was to be held, improved and conveyed during the term of such Original Declaration, in order to establish a general plan for the improvement and development of the Property.

B. Pursuant to Paragraph 8.1 of the Original Declaration, approval of the Owners entitled to exercise at least sixty-seven (67%) of the total voting power of the Owners is required to amend the Original Declaration. Declarant is currently entitled to vote seventy-three percent (73%) of the total voting power of the Owners. Declarant now desires to amend and restate the Original Declaration as set forth herein. Pursuant to the Original Declaration, upon recordation, this Amended Declaration shall be binding upon each Lot, the Property and all Owners and their successors and assigns.

NOW, THEREFORE, Declarant amends and restates the Original Declaration as follows:

ARTICLE I

DEFINITIONS

For purposes of this Amended Declaration, the following terms shall have the following meanings:

1.1 Agency: "Agency" shall mean and refer to the Redevlopment Agency of the City of Torrance.

1.2 Agreement Affecting Real Property: "Agreement Affecting Real Property" shall mean and refer to that certain Agreement To Be Recorded Affecting Real Property executed by Declarant and the Agency on May 26, 1987, which

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is to be recorded and shall become effective as to each Lot at such time as a Certificate of Completion is issued with respect to each Lot by the Agency.

1.3 Amended Declaration: "Amended Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions and all further amendments thereto.

1.4 Architectural Review Committee: "Architectural Review Committee" shall mean and refer to the Architectural Review Committee established pursuant to Article III of this Amended Declaration.

1.5 Certificate of Completion: "Certificate of Completion" shall mean and refer to any Certificate of Completion to be issued to Declarant or another Owner by the Agency as provided in Paragraph 214 of the OPA.

1.6 City: "City" shall mean and refer to the City of Torrance, State of California.

1.7 CUP: "CUP" shall mean and refer to the Conditional Use Permit 86-71 approved by the Torrance City Planning Commission on November 19, 1986, as such Permit may be corrected or amended from time to time.

1.8 Declarant: "Declarant" shall mean and refer to Torrance Center II, a California general partnership, its successors and assigns.

1.9 Design Guidelines: "Design Guidelines" shall mean and refer to those certain Torrance Center Design Guidelines dated August 1988 and that certain Torrance Center II Development Plan, both prepared by SGPA Planning & Architecture. Such Design Guidelines are hereby incorporated herein and made a part hereof.

1.10 Environmental Groundwater Program: "Environmental Groundwater Program" shall mean and refer to any groundwater remediation program implemented by Declarant, its assignees or another Owner, for the purpose of removing or monitoring the removal of groundwater contamination on the Property.

1.11 Governing Documents: "Governing Documents" shall mean and refer to this Amended Declaration, the Design Guidelines, the OPA, the Agreement Affecting Real Property and any other documents governing the construction, use, maintenance and repair of the Lots and the Improvements, as from time to time amended, modified or supplemented.

1.12 Government Regulations: "Government Regulations" shall mean and refer to all present and future

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governmental laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments and other governmental requirements applicable to the Property, including the CUP.

1.13 Improvements: "Improvements" shall mean and refer to all structures and appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, garages, underground installations, irrigation and drainage devices or systems, fences, screening walls, retaining walls, parking areas, loading areas, poles, stairs, decks, light standards, signs, benches, walkways and "Landscape Improvements" (defined below).

1.14 Landscape Improvements: "Landscape Improvements" shall mean and refer to any plantings, ground cover, trees and shrubbery existing on a Lot or within dedicated streets or alleys at the date of this Amended Declaration or thereafter installed, together with any alterations, systems, and equipment installed in order to enable reasonable maintenance of the plantings, ground cover trees and shrubbery.

1.15 Lot: "Lot" shall mean and refer to each separate legal lot within the Property, but shall not include streets or alleys which have been dedicated to and accepted by any governmental agency having jurisdiction in the matter.

1.16 OPA: "OPA" shall mean and refer to that certain Owner Participation Agreement dated May 26, 1987, by and between the Agency and Declarant, as such Agreement may from time to time be implemented, modified, amended or supplemented.

1.17 Original Declaration: "Original Declaration" shall mean and refer to that certain Declaration of Restrictions for Torrance Center II dated July 15, 1988 and recorded in the Official Records of the Los Angeles County Recorder's Office as Document Number 88-1116926.

1.18 Owner: "Owner" shall mean and refer to the record Owner, whether one or more Persons, of fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 Person: "Person" shall mean and refer to any individual, partnership, corporation, trust, estate or other legal entity.

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1.20 Property: "Property" shall mean that certain real property described in Exhibit "A" to this Amended Declaration.

1.21 Redevelopment Plan: "Redevelopment Plan" shall mean and refer to that certain Redevelopment Plan which was approved and adopted by the City Council of the City of Torrance on July 19, 1983, by Ordinance No. 3063, as such Redevelopment Plan may from time to time be amended.

1.22 Restrictions: "Restrictions" shall mean and refer to the covenants, conditions, restrictions, liens, charges, rules and regulations now or hereafter established or imposed by or pursuant to this Amended Declaration.

1.23 Submittal: "Submittal" shall mean and refer to all documents required to be submitted to the Architectural Review Committee established by this Amended Declaration.

ARTICLE II

ESTABLISHMENT AND PURPOSE OF RESTRICTIONS

2.1 Establishment of Restrictions: This Amended Declaration amends and restates the Original Declaration and the terms herein are intended to supersede and replace the terms of the Original Declaration. This Amended Declaration sets forth Restrictions under which the Property now, hereafter, and during the term of this Amended Declaration shall be held, transferred, leased, subleased, assigned, maintained, and occupied. Each and every one of the Restrictions set forth in this Amended Declaration are for the benefit of, shall inure to, and shall pass with the Property and each and every part or parcel thereof, and shall apply to and bind Declarant, and any Owner, lessee, sublessee or other occupier or user of the Property or any portion thereof, and the heirs, assignees and successors in interest of Declarant, and any such Owner, lessee, sublessee, occupier or user, in each case during the term of this Amended Declaration.

2.2 Purpose of Restrictions: The purpose of these Restrictions is to insure proper development and use of the Property, to protect the Owner of each Lot against such improper development and use of surrounding parcels as will depreciate the value of its parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive Improvements at appropriate locations, to prevent haphazard and inharmonious Improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, to provide for proper and sufficient care and maintenance of the Property and the Improvements and

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Landscape Improvements thereon, and in general to provide adequately for a high type and quality of improvement, use and maintenance of the Property in accordance with a general plan.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

3.1 Architectural Review Committee: There shall be an Architectural Review Committee (sometimes hereinafter referred to as the "Committee") consisting at all times of three (3) persons who shall initially be appointed by the Declarant. All members of the Architectural Review Committee appointed by the Declarant shall be subject to removal by the Declarant at any time, with or without cause, and shall serve on the Committee until their successors are appointed or until their earlier resignation or removal.

3.2 Appointment of Committee Members by Owners: Until the occurrence of the earlier of either (a) such time as the Declarant no longer owns the number of Lots required to enable it to exercise at least twenty-five (25) percent of the total voting power of all the Owners, or (b) December 31, 1995, Declarant shall have the right to choose all three members of the Committee. When Declarant can no longer vote at least twenty-five (25) percent of the total voting power of the Owners, or on December 31, 1995, whichever occurs first, the Owners shall have the right to elect the members of the Committee. The Committee elected by the Owners shall serve at the pleasure of the Owners or until their resignation.

3.3 Voting Rights: In all matters in which the Owners and Declarant are required or entitled to vote, each Owner (including Declarant) is entitled to vote the number of votes set forth on Exhibit B hereto with respect to that Owner's Lot, subject to Paragraph 3.6 below. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as such Persons among themselves determine, but in no event shall the number of votes allocated to each Lot exceed the votes per Lot as set forth on Exhibit B. In the event the square footage of a Lot or Lots changes because of a Lot split or adjustment, the votes allocated to such Lot or Lots shall be reallocated in proportion to the change in square footage of such Lot or Lots, effective on the date the Lot split or adjustment becomes final.

3.4 Quorum of Owners: One-half of the voting power of the Owners, represented in person or by proxy, shall constitute a quorum at any meeting of the Owners for the transaction of business, if any, the election of members of the Architectural Review Committee, or a vote on a proposed

amendment to this Amended Declaration. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any such matter, shall be the act of the Owners, unless the vote of a greater number is required by this Amended Declaration; provided, however, that the Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Owners required to constitute a quorum.

3.5 Adjourned Meetings: Any meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but in the absence of a quorum (except as provided in Paragraph 3.4) no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken.

3.6 Cumulative Voting: Every Owner entitled to vote at any election for members of the Architectural Review Committee may cumulate its votes and give one candidate the number of votes equal to the number of members of the Committee to be elected, multiplied by the number of votes to which such Owner is entitled, or such Owner may distribute its votes among as many candidates as such Owner thinks fit; however, no Owner shall be entitled to cumulate votes for a candidate unless such candidate's name has been placed in nomination prior to the voting, and at least one (1) Owner has given notice at the meeting prior to the voting of his intention to cumulate votes. If any one Owner has given such notice, all Owners may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes up to the number of members of the Committee to be elected shall be elected as such members of the Committee.

3.7 Proxies: Every Owner or Architectural Review Committee member entitled to vote has the right to do so either in person or by one or more persons authorized by a written proxy executed by such Owner or Committee member. No proxy shall be valid after the expiration of 11 months from the date of its execution unless otherwise provided in the proxy. The maximum term of any proxy shall be three years from the date of execution. Every proxy shall continue in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected either: (a) by a writing delivered to the Chairperson of the Architectural Review Committee stating that the proxy is revoked; (b) by a subsequent proxy executed

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by the person executing the prior proxy and presented to a meeting of the Owners; or (c) as to any meeting, by attendance at the meeting and voting in person by the person executing the proxy.

3.8 Resignation and Vacancies: Any member of the Architectural Review Committee may resign at any time effective upon giving written notice to the Declarant, during such time as Declarant has the right to appoint said member, or upon written notice to the remaining Committee members, during such time as the Owners have the right to appoint said member. Vacancies on the Committee appointed by the Declarant shall be filled by Declarant so long as Declarant has the right to appoint members. Vacancies on the Committee appointed by the Owners, however caused, shall be filled by a vote of the Owners. Until such vacancy has been filled by the Owners, such vacancies shall be filled by a vote of the remaining members of the Committee until such time as a new member has been elected by the Owners.

3.9 Place of Owners' Meetings: Meetings of Owners shall be held on the Property or at any place within Los Angeles County within close proximity to the Property as may be designated by the Owners.

3.10 Meetings of Owners: A meeting of Owners may be called by written notice from any Owner to all Owners, provided that except in emergency situations, no Owner may call for a meeting within thirty (30) days after an actual meeting of the Owners held pursuant to notice. Written notice of meetings shall be given to Owners not less than ten (10) nor more than ninety (90) days before the date of the meeting; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, the notice shall be given not less than twenty (20) days before the meeting. Such notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted. The notice of any meeting at which members of the Committee are to be elected shall include the names of all those who are nominees at the time the notice is sent to the Owners.

3.11 Consent to Action: The transactions of any meeting of Owners, however called and noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each Owner entitled to vote, not present in person or by proxy, signs a written waiver of notice or a written consent to the holding of the meeting or a written approval of the minutes thereof. Attendance of an Owner or an Architectural Review Committee member at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the Owner or

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Committee member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not so included, if such objection is expressly made at the meeting. Minutes of such meetings shall be maintained and filed with the Committee Chairperson.

3.12 Action by Written Ballot: Any action which may be taken at any meeting of Owners may be taken without a meeting if every Owner entitled to vote on the matter signs a written ballot or other document setting forth the action to be taken. Such ballot or other document shall (i) set forth the proposed action, (ii) indicate the number of responses needed to meet the quorum requirement, (iii) provide an opportunity to specify approval or disapproval of any proposed action, (iv) state the percentage of approvals necessary to pass the proposed action, (v) if the proposed action is to elect Committee members, set forth the names of all those in nomination and state that the voting thereon shall be cumulative, and (vi) provide a reasonable time within which to return the ballot to the Committee Chairperson. Approval by written ballot pursuant to this Paragraph shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A written ballot or other similar document may not be revoked.

3.13 Meetings of the Committee: Meetings of the Committee shall be held from time to time at such times as deemed necessary by any two of the three members of the Committee in order for the Committee to properly perform its duties. All meetings of the Committee shall be held at the Property. Two of the three members of the Committee must be present at a meeting to constitute a quorum. Members of the Committee may not take action by written ballot or otherwise in the absence of a meeting. At any meeting of the Committee, whether the meeting is held with two or three members, the affirmative vote of at least two of the members is necessary to approve any question or matter which is subject to action or approval. Written notice of all meetings of the Committee shall be given to all Owners not less than five (5) nor more than fifteen (15) days before the date of the meeting; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, the notice shall be given not less than ten (10) days before the meeting. Such notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted. The

Committee shall keep and maintain a written record of all actions taken by the Committee at such meetings or otherwise.

3.14 Duties of the Committee: It shall be the duty of the Committee to perform the functions required of it by this Amended Declaration, to consider and act upon such Submittals as are submitted to it pursuant to the terms of this Amended Declaration, to file and retain minutes and other written evidence of meetings and actions by the Owners and to perform all other duties delegated to and imposed upon it by this Amended Declaration. The Committee shall appoint a Committee Chairperson who shall have the duty and authority to carry out those functions required of him or her by this Amended Declaration, together with the duty and authority to carry out any other functions delegated by the Committee.

3.15 Declarant as Owner: In the event Declarant shall reacquire any Lot by virtue of foreclosure or a deed in lieu of foreclosure, Declarant shall be regarded on the same basis as other Owners and shall be entitled to vote as an Owner pursuant to this Amended Declaration.

ARTICLE IV

ARCHITECTURAL CONTROL

4.1 Design Guidelines: The Declarant has promulgated or caused to be promulgated Design Guidelines setting forth the procedure for submission and approval of and the form and content of all plans, specifications, drawings, designs, models and other related materials (the "Submittals") for the erection, construction, installation or alteration of Improvements, including Landscape Improvements. The Architectural Review Committee may promulgate, from time to time, rules and regulations which shall assist Owners in the processing of such Submittals. In promulgating and changing these rules and regulations, the Architectural Review Committee shall apply standards consistent with the Governing Documents.

4.2 Plan Review: No Improvement, including Landscape Improvements, of any nature whatsoever (including, but not limited to, any alteration or addition to any Improvements and Landscape Improvements existing from time to time) shall be constructed, installed, assembled, maintained or permitted to remain on any Lot until the Submittals for such Improvement shall have been approved in writing by the Architectural Review Committee. All Submittals shall be prepared by an architect and/or engineer, licensed to practice in the State of California, and shall be submitted in writing over the signature of the Owner or its authorized agent. Each Submittal shall conform to the requirements of the Design Guidelines.

4.3 **Approvals:** The Architectural Review Committee shall base its approval or disapproval of any Submittal on, among other things, the adequacy of site dimensions; the adequacy of structural design; the conformity and harmony of external design with the neighboring structures; the effect of location and use of improvements on neighboring sites, operations and uses; the relation of the topography, grade and finished ground elevation of the site being improved to that of the neighboring sites; the proper facing of elevations with respect to nearby streets; and the conformity of the Submittal to the Design Guidelines and the purpose and general plan and intent of this Amended Declaration. The Architectural Review Committee shall not have the authority to disapprove a Submittal on the basis of a proposed use if such proposed use is permitted under the CUP and the Owner is able to obtain a conditional use permit for such use that is in conformity with the CUP. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of any Submittal. If the Architectural Review Committee fails either to approve or to disapprove any Submittal within thirty (30) days after the same has been submitted to and received by the Architectural Review Committee, it shall be conclusively presumed that the Architectural Review Committee has approved the Submittal. Once a Submittal has been approved or deemed approved, within ten (10) days after receipt of a request from an Owner, the Architectural Review Committee shall issue to the requesting Owner a written certificate, executed and in recordable form, stating that such Submittal has been approved. Notwithstanding anything herein to the contrary, approval by the Architectural Review Committee is not exclusive and all plans and specifications required by the OPA or the Agreement Affecting Real Property to be approved by the City of Torrance, whether through the building permit process or otherwise, shall be so approved in writing prior to the commencement of construction.

4.4 **Variances:** Where circumstances, such as topography, location of lot lines, location of trees, or other matters require, the Architectural Review Committee may allow reasonable variances from the Restrictions contained in this Amended Declaration and under the jurisdiction of the Architectural Review Committee, or from the restrictions contained in the Design Guidelines, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the provisions and purposes of the Governing Documents.

4.5 **Construction:** Upon receipt of approval from the Architectural Review Committee pursuant to Paragraphs 4.2 through 4.4 herein, the Owner to whom the same is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction and alterations. In all cases,

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work shall be substantially completed within thirty-six (36) months from the date of such approval by the Architectural Review Committee. If there is a failure to comply with this Paragraph, then the approval given pursuant to Paragraphs 4.2 through 4.4 herein, shall be deemed revoked unless the Architectural Review Committee, upon request made prior to the expiration of said thirty-six (36) month period, extends the time for completing the work. Such extensions of time shall not be unreasonably withheld.

4.6 Agency Approval: Notwithstanding any provision contained in Paragraphs 4.2 through 4.5 herein to the contrary, no Improvement, including Landscape Improvements, of any kind whatsoever may be planned, installed, constructed, maintained or permitted to remain on any Lot, and no variance from the Restrictions contained in this Amended Declaration or from the restrictions contained in the Design Guidelines may be relied upon by the Owner of a Lot until such time as the architectural, landscape, site and construction plans (as appropriate) for such Improvement or variance have been submitted to the Agency for written approval or disapproval and such Agency approval is given in writing. Such plans submitted for Agency approval shall comply with all requirements of the Governing Documents, as well as all applicable state and local laws and regulations.

4.7 Certificates of Compliance: Upon completion of construction or installation of any Improvements, the Owner shall supply the Architectural Review Committee with a Notice of Completion from a duly licensed or registered architect certifying that the Improvements as constructed or installed are in compliance with the Submittals previously approved by the Architectural Review Committee. In the case of work involving Landscape Improvements, a separate Notice of Completion pertaining to the Landscape Improvements shall be filed by a landscape architect. If the Architectural Review Committee determines that the Improvements are not in compliance with the previously approved Submittals, it shall notify the Owner in writing of such non-compliance within ninety (90) days after the receipt of the Notice of Completion. If the Architectural Review Committee determines that the Owner has not remedied the non-compliance within thirty (30) days from the date of the notice of non-compliance, the Architectural Review Committee shall, within ninety (90) days from making such determination, have the right to take such steps to remedy the non-compliance as the Architectural Review Committee in its sole discretion deems reasonable and necessary. If the Architectural Review Committee fails to timely take steps to remedy the non-compliance, Declarant, if then an Owner of a Lot, or any other Owner of a Lot, shall have the right to take steps to remedy the non-compliance, including but not limited to, the institution of a legal action to compel the construction,

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installation, correction or removal of the matter causing such non-compliance.

Unless the Architectural Review Committee determines within (90) days that the Improvements are not in compliance with the previously approved Submittal, the Notice of Completion shall be deemed accepted by the Architectural Review Committee. Once a Notice of Completion has been accepted or deemed accepted by the Architectural Review Committee, within ten (10) days after receipt of a request from an Owner, the Architectural Review Committee shall issue to the requesting Owner a written certificate, executed and in recordable form, stating that such Notice of Completion has been approved.

4.8 Architectural Fee: The Architectural Review Committee may charge and collect from each Owner proposing any Submittals, a reasonable fee for the examination of such Submittals, which fee shall be collected from each Owner at the time the Owner proposes a Submittal. The amount of such fee shall not exceed the cost of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

4.9 Waiver: The approval of the Architectural Review Committee of any Submittals for any work done or proposed, or for any other matter requiring the approval of said Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, specifications or other matters subsequently submitted for approval.

4.10 Nonliability for Decisions: Neither the Declarant, the Architectural Review Committee nor the members thereof, shall be liable to anyone submitting plans to them for approval or to any Owner, lessee, sublessee or tenant affected by this Amended Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Approval or disapproval of any Submittal by the Architectural Review Committee shall not constitute a determination as to the structural integrity, adequacy or fitness of the Improvements contemplated by such submittal, and neither the Declarant, the Architectural Review Committee, nor the members thereof shall be liable to anyone submitting plans for approval or to any Owner, lessee, sublessee or tenant of land affected by this Amended Declaration in the event the Improvements contemplated by such Submittal are inadequate or unfit. Every Person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans, and every Owner, lessee, sublessee or tenant of any of the Property agrees, by acquiring an interest therein, that he will not bring any action or suit against the Declarant, the

Architectural Review Committee or any members thereof to recover any damages for any of the foregoing.

4.11 Nonliability of Agency Employees: No member, official or employee of the Agency shall be liable to Declarant or any Owner hereunder in the event of any default under or breach of the OPA by the Agency.

4.12 General: Except as provided in Paragraph 4.8 herein, the members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Amended Declaration; however, any architect, engineer or similar party employed by the Architectural Review Committee to assist in the review of Submittals shall be entitled to a fee, which fee shall be paid by the Owner proposing such Submittals.

4.13 Disclosure and Waiver of Conflict of Interest: The Declarant hereby discloses the following:

(a) The members of the Architectural Review Committee may be affiliated with and employed by the Declarant.

(b) Should the Declarant submit plans and specifications to the Architectural Review Committee, the members of the Architectural Review Committee appointed by the Declarant may be in a conflict of interest in rendering their decisions.

Neither the Declarant nor any member of the Architectural Review Committee shall have any liability to any Owner, lessee or other Person by reason of decisions which may benefit the Declarant rendered in good faith by the Architectural Review Committee or any member thereof while in a conflict of interest, and each Owner, lessee, sublessee and tenant hereby waives any claim of liability against the Declarant, the Architectural Review Committee, and any member thereof based on such conflict of interest. Nothing herein stated is intended to limit the application or meaning of Paragraph 4.10 above.

4.14 Amendment of Design Guidelines: The Design Guidelines may be modified or amended with the approval of (a) one hundred percent (100%) of the Owners entitled to vote, and (b) the City of Torrance, whether by amendment of the CUP or otherwise.

ARTICLE V

REGULATION OF OPERATIONS AND USES

5.1 Prohibited Operations and Uses: In addition to those operations prohibited by the Government Regulations

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or the Governing Documents, the following operations and uses shall not be permitted on the Property or any portion thereof (except if associated with approved construction of Improvements): any use which emits dust, sweepings, dirt, cinders, fumes, gases, odors, acids, steam or other substances into the atmosphere, or discharges liquid, solid wastes or other matter into any water reclamation area or water way, or emits intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser or other radiation, or emits any vibration, noise or sound which, in the opinion of the Architectural Review Committee, is so objectionable as to constitute a nuisance or which will not be adequately mitigated by screening, treatment or other abatement or control technologies.

5.2 Other Operations and Uses: Operations and uses which are specifically prohibited under Paragraph 5.1 of this Amended Declaration may be permitted in a specific case if written detailed operational plans and specifications therefor are submitted to and approved in writing by the Architectural Review Committee. Approval or disapproval of such plans and specifications shall be based upon the effect of such operations or uses on other portions of the Property or upon the occupants thereof. If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Review Committee has approved said plans and specifications. Notwithstanding anything contained herein to the contrary, no activity shall be allowed on any Lot if it is prohibited by the Government Regulations or the Governing Documents.

ARTICLE VI

EASEMENTS

6.1 Utility Easements: The Declarant hereby reserves, together with the right to grant and transfer the same to others, such rights of way and easements over the Property and each Lot as may be reasonably necessary for the purpose of erecting, constructing, repairing, maintaining, replacing and operating utility services over, across, under and through the Property, including without limitation wires, poles, pipes and conduits for lighting, power, television, telephone and other communication facilities, gas, water, storm sewers, sanitary sewers, and other utility lines. The Declarant shall have the right to grant rights of way or easements over the Property to others to carry out the foregoing purposes; provided, however, that such rights of way or easements shall not materially interfere with the use, or intended use, and enjoyment of, or access to the Property and each Lot by the Owner thereof. Upon the laying, repair, maintenance or replacement of any such lines, wires, pipes,

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conduits or sewers, the Property shall be restored, by the holder of the dominant tenement at its sole expense, to the same condition it was in prior to the performance of such work.

6.2 Groundwater Treatment Easements: The Declarant hereby reserves, together with the right to grant and transfer the same, for itself, its designees, and any other Owner who participates in the Environmental Groundwater Program, and their agents, employees and independent contractors such rights of way and easements over the Property and each Lot as may be reasonably necessary for the purpose of the implementation, administration, direction and monitoring of the Environmental Groundwater Program and related activities on the Property; provided, however, that such rights of way and easements shall not materially interfere with the use, or intended use, and enjoyment of, or access to the Property and each Lot by the Owner thereof. Declarant and any other Owner may negotiate and enter into other written arrangements and agreements concerning implementation of the Environmental Groundwater Program on such Owner's Lot or Lots, which arrangements and agreements may modify, add to or supersede this Paragraph 6.2.

6.3 Performance and Discharge of Rights and Duties: The Declarant hereby reserves for itself, its designees, the Architectural Review Committee and their agents, a nonexclusive easement for ingress and egress over the Property and each Lot for the purpose of permitting the Architectural Review Committee, the Declarant, its designees and their agents to discharge their rights and obligations as described in this Amended Declaration.

ARTICLE VII

MAINTENANCE BY OWNERS

7.1 Maintenance and Repair of Lots: Each Lot and all Improvements, including Landscape Improvements thereon, shall at all times be constructed, kept, maintained and repaired by the Owner of the Lot in first-class condition, repair and appearance in accordance with the provisions of this Amended Declaration and the Governing Documents. The Owner of each Lot shall at all times comply, at its own expense, with all applicable governmental, health, fire and safety ordinances, regulations, requirements and directives and shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever which may accumulate upon such Lot. All repairs, alterations, replacements or additions to Improvements, including Landscape Improvements, shall be at least equal to the original work in class and quality. Additionally, the Owner of each Lot, including Declarant so long as Declarant owns a Lot, shall use, devote and maintain such Owner's Lot

or Lots, and each part thereof, only for the purposes and uses specified in the Redevelopment Plan. The provisions of the foregoing sentence shall remain in effect until July 19, 2013 and shall be of no effect thereafter.

7.2 Landscape Improvements: Immediately upon the purchase of a Lot by an Owner, such Owner shall become responsible for the maintenance and repair of any Landscape Improvements located on such Lot at the time of the purchase in accordance with Paragraph 7.1 above, regardless of whether any other Improvements exist on the Lot or are in the process of being constructed on the Lot.

7.3 OPA: The Owner of each Lot is aware of the existence of the OPA between Declarant and the Agency. The OPA is a long-term agreement that affects the Property as a whole. Over that long term, practical experiences under the OPA, evolving public policies and evolving market conditions may make it necessary or appropriate that implementation agreements, amendments and modifications of the OPA be considered for adoption. Each Owner agrees that so long as such implementation agreements, amendments and modifications do not have a material adverse effect on a Lot or Lots owned by such Owner, then Declarant shall have the right as the original "Participant" under the OPA, to enter into such implementation agreements, amendments or modifications with the Agency, subject only to such rights as such Owner may have under statutes, ordinances or regulations applicable to the OPA. If requested by Declarant, each Owner will execute, acknowledge and deliver any document reasonably requested by Declarant to implement the intentions expressed or implied herein. Declarant further reserves the right now and in the future to record any documents which serve to memorialize the OPA or any amendments thereto. The Owner of each Lot hereby acknowledges that when purchasing such Lot, each Owner is taking title subject to the terms of the OPA and agrees to be bound by its terms. The terms of the OPA include, but are not limited to, requirements regarding a) Agency approval of building plans, colors and materials, b) certain preconditions to construction of Improvements on the Property, c) insurance requirements during construction, d) installation of on-site public improvements, e) Agency consent to sales and other transfers, f) procedures related to certificates of completion, g) compliance with certain City development plans, and h) the inclusion of specific provisions in future loans, leases and contracts. Declarant and any other Owner may negotiate and enter into other written agreements regarding the applicability of the terms of the OPA to such Owner's Lot or Lots, which agreements may modify, add to or supersede this Paragraph 7.3; provided, however, that such other agreements shall be approved by the Agency in writing.

7.4 Refuse Collection: All outdoor refuse collection areas shall be completely enclosed and screened by a constructed wall of durable material not less than six (6) feet in height. All such areas shall have concrete floors and shall be sufficient in size to contain all refuse generated on each lot, but in no event smaller than six (6) feet by eight (8) feet. No refuse collection areas shall be permitted between a street and the front of a building.

ARTICLE VIII

ENFORCEMENT

8.1 Abatement and Suit: Violation or breach of any Restriction, easement or reservation now or hereafter imposed by this Amended Declaration shall give to the Architectural Review Committee, the right to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate any such Restriction, easement or reservation, to enjoin or prevent them from so violating, to cause said violation to be remedied and/or to recover damages for said violation.

8.2 Deemed to Constitute a Nuisance: The result of every action or omission whereby any Restriction, easement or reservation herein contained is violated in whole or in part, except for variances from such Restriction, easement or reservation properly approved by both the Architectural Review Committee pursuant to Paragraph 4.4 above, and the Agency, is hereby declared to be and to constitute a nuisance, and every remedy allowed at law or equity against every such result may be exercised by the Architectural Review Committee.

8.3 Suit by Owners: Any Owner, including Declarant, if then an Owner of a Lot, may request that the Architectural Review Committee prosecute a proceeding at law or equity or exercise any remedy allowed at law or equity pursuant to Paragraphs 8.1 and 8.2 herein. In the event that the Architectural Review Committee fails to prosecute such proceeding or exercise such remedy within ninety (90) days after receipt of such request from an Owner, such Owner shall have the right to prosecute such proceeding or exercise any remedy allowed at law or equity.

8.4 Procedure for Suit:

(a) Any proceeding at law seeking damages and any proceeding seeking equitable relief (including specific enforcement of any provision hereof) shall be heard and determined by a referee pursuant to California Code of Civil Procedure Section 638, subdivision 1, or any successor statute then in effect. The venue of any proceeding

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hereunder shall be in Los Angeles County, California (unless changed by order of the referee).

(b) At any time after the service of the complaint, any party may suggest the specific designation of a referee to try the dispute. Thereafter the parties shall use their best efforts to agree upon the selection of a referee. If the parties are unable to agree upon a referee within ten (10) days after a written request to do so by any party, then any party may petition the presiding judge of the Superior Court to appoint a referee. The presiding judge shall have the power to assign said request to such judge of the Superior Court as the presiding judge deems appropriate. For the guidance of the judge making the appointment of said referee, the parties agree that the person so appointed shall be a retired judge or a lawyer experienced in the subject matter of the dispute.

(c) The provisions of California Code of Civil Procedure, Sections 640, 642, 643, 644 and 645, or any successor provisions then in effect, shall be applicable to dispute resolution by a referee hereunder. The referee shall try and decide the dispute according to and based on all of the substantive and procedural statutory and decisional law of the State of California, unless the parties stipulate to the contrary. When the referee has decided the dispute, the referee shall also cause the preparation of a judgment based on said decision. The judgment to be entered by the Superior Court, based upon the decision of the referee, shall be appealable in the same manner as if the judge signing the judgment had tried the case.

(d) Notwithstanding the foregoing, any proceeding seeking damages aggregating \$50,000 or less may, in lieu of the foregoing, be submitted to binding arbitration either in accordance with the rules of the American Arbitration Association or pursuant to California Code of Civil Procedure Sections 1280 et seq., at the option of the party instituting the proceeding. Any decision by such arbitrator shall be binding on the parties and judgment thereon may be entered in any court having jurisdiction thereof. If the parties are unable to agree upon an arbitrator within ten (10) days of a written request to do so by any party, then any party may thereafter either petition the court to have one appointed pursuant to California Code of Civil Procedure Section 1281.6, or any successor statute then in effect, or elect to proceed pursuant to the Rules of the American Arbitration Association. The arbitrator shall be a retired judge or a lawyer experienced in the subject matter of the dispute. The venue of any arbitration shall be in Los Angeles County, California.

(e) The parties shall diligently cooperate with one another and the person(s) appointed to resolve the

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dispute, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this Paragraph 8.4, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, the referee, temporary judge or arbitrator may award such additional expenses and attorneys' fees to the party giving such notice, even if such party is not the prevailing party in the dispute.

(f) The cost of the proceeding shall initially be borne equally by the parties to the dispute, but the prevailing party in such proceeding shall be entitled to recover, in addition to reasonable attorneys' fees and all other costs, its contribution for the reasonable cost of the referee, temporary judge or arbitrator as an item of recoverable costs. If either party refuses to pay his share of the costs of the proceeding, at the time(s) required, the other party may do so, in which event that party will be entitled to recover (or offset) the amount advanced, with interest, even if that party is not the prevailing party. The referee, temporary judge, or arbitrator shall include such costs in his judgment or award.

8.5 Attorney's Fees: If an Owner defaults in the performance or observance of any provision of this Amended Declaration, and any party entitled to enforce such provisions pursuant to Paragraphs 8.1 through 8.3 herein has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to such party, as a condition of settlement of said default, any costs or fees involved, including reasonable attorneys' fees, notwithstanding the fact that suit has not yet been instituted. In the event of action to enforce any of the provisions contained in this Amended Declaration, the party prevailing in such action shall be entitled to recover from the other party thereof as part of the judgment, reasonable attorneys' fees and costs of such suit.

8.6 Inspection Rights: The Declarant (so long as Declarant owns a Lot), the Architectural Review Committee or authorized representatives of either, may from time to time, at any reasonable hour, enter upon and inspect the outside of any Improvements on any Lot to ascertain compliance with this Amended Declaration, but without obligation to do so or liability therefor. At least twenty-four (24) hours' advance notice of such inspection shall be given, except in the case of an emergency. Until such time as a Certificate of Completion is issued by the Agency for the construction of the Improvements on the Property or on an individual Lot, representatives of the Agency and the City, which shall be those who are so identified in writing by the Director of the Agency, shall have reasonable rights of

access to the Property or the individual Lot, as the case may be, and may inspect the outside of any Improvements on the Property or the Lot, in order to assure compliance with the OPA.

8.7 Failure to Enforce Not a Waiver of Rights:

The failure of the Declarant, the Architectural Review Committee or any Owner to enforce any Restriction, easement or reservation now or hereafter imposed by this Amended Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Restriction.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Termination and Modification: This Amended Declaration or any Restriction contained herein, may be terminated, modified or amended, as to the whole of the Property or any portion thereof, with the approval of (a) the number of Owners entitled to exercise at least sixty-seven (67) percent of the total voting power of the Owners, and (b) the Agency, which approval shall not be unreasonably withheld, except that (x) the easements described in Article VI hereof shall not be modified or terminated without the express written consent of the Owner(s) benefitted thereby, (y) Paragraph 9.10 may not be amended without the express written consent of the Owner referenced therein, and (z) Paragraph 3.2 may not be amended without the express written consent of Declarant so long as Declarant owns the number of Lots enabling it to vote twenty-five (25) percent or more of the total voting power of all the Owners. No such termination, modification or amendment shall be effective until written approval of the Agency is obtained and a proper instrument in writing has been executed, acknowledged and recorded in the office of the County Recorder, Los Angeles County, California.

9.2 Automatic Termination: This Amended Declaration and each and every Restriction contained herein shall automatically terminate and be of no further force or effect on January 1, 2025.

9.3 Assignments of Declarant's Rights and Duties: Until such time as the Agency issues to Declarant or other Owner of a Lot a Certificate of Completion with respect to the construction of Improvements on such Lot, Declarant or other Owner shall not assign or attempt to assign any or all of their rights, powers and reservations under this Amended Declaration, nor make any sale, transfer, conveyance, assignment or lease of the property or an individual Lot or any Improvements thereon, without the prior written approval of the Agency, which approval shall not be unreasonably

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withheld, as set forth in Paragraph 210 of the OPA. Any proposed buyer, transferee, conveyee, assignee or lessee shall have financial qualifications acceptable to the Agency and shall expressly assume all the obligations of Declarant or other Owner under the OPA respecting the Lots transferred, as more fully set forth in Paragraph 210 of the OPA, unless other arrangements are made in writing between Declarant or other Owner and such proposed buyer, transferee, conveyee, assignee or lessee, which arrangements are approved in writing by the Agency. After such time as a Certificate of Completion is issued to the Declarant or other Owner with respect to a Lot, any and all of the rights, powers and reservations of the Declarant or other Owner herein contained with respect to such Lot, may be assigned to any person, corporation, partnership, association or other entity and any such person, corporation, partnership, association, or entity, to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant or other Owner herein.

9.4 Constructive Notice and Acceptance: Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, easement or reservation now or hereafter imposed by this Amended Declaration, whether or not any reference to reservation is contained in the instrument by which such Person acquired an interest in said Property.

9.5 Mutuality, Reciprocity, Runs with Land: All Restrictions, easements, reservations and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every portion and Lot of the Property; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations among the respective Owners of all Lots and privity of contract and estate among all Owners, lessees, sublessee and tenants of said Lots, their heirs, successors and assigns; and shall, as to the Owner of each Lot, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots.

9.6 Paragraph Headings: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Amended Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

9.7 Effect of Invalidation: If any provision of this Amended Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

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9.8 No Discriminatory Restrictions: In the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any Lot, Declarant and Owners shall not allow any discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, nor shall Declarant and any Owner acting as transferee, or any Person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any Lot. Each and every deed, lease and contract entered into with respect to the Property or any Lot shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

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(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

9.9 Choice of Law: This Amended Declaration shall be construed and enforced in accordance with the laws of the State of California.

9.10 Special Provisions for Lots 2 Through 6:

(a) Notwithstanding any contrary or inconsistent provisions of this Amended Declaration or the Design Guidelines, in the event Pacific Bell or any subsidiary or affiliate thereof ("Pac Bell") purchases Lots 3, 4, 5 and 6 and all or any portion of Lot 2, Pac Bell shall have the right to develop and use such Lots as a field operations center and for general office and administrative functions, including but not limited to (i) use for the sale and servicing of telecommunications goods and services, (ii) use for service and maintenance vehicle garaging, parking, storage, fueling, maintenance, repair and cleaning, (iii) use as a service and maintenance vehicle dispatch center, and/or (iv) use as a telecommunications switching office, provided such uses are approved in writing by the Agency and by the City through the conditional use permit process required in connection with the development of each Lot. Any area or areas of such Lots may be devoted to the garaging, parking, storage, fueling, maintenance, repair, cleaning and dispatch of service vehicles so long as such use is approved in writing by the Agency and is permitted by a conditional use permit obtained by Pac Bell and by any other applicable zoning, complies with all other applicable laws, ordinances and regulations and is appropriately screened or buffered from other Lots in accordance with conditions, if any, required by the City, and so long as such use complies with the Landscape Standards, Transition Zones and Landscape Screening requirements set forth in the Design Guidelines. In addition to any building or buildings devoted to such purposes, Pac Bell shall have the right to construct and use an office and administrative building having not less than 50,000 square feet of usable space on a building pad of not less than 25,000 square feet, or any larger pad or greater usable area as may be approved by the City, provided that the building height and setbacks conform to the requirements of the OPA and the Design Guidelines. The Architectural Review Committee shall have no authority to apply any of the

criteria described in Section 4.3 of this Amended Declaration, or to exercise any other power or discretion, which would have the effect of prohibiting or unreasonably restricting Pac Bell's use of such Lots in the manner permitted by this Section.

(b) Notwithstanding any contrary or inconsistent provisions of Paragraph 6.1 of this Amended Declaration, Declarant shall have no right to grant, reserve or transfer any rights-of-way or easements over, under, across or through Lots 3, 4, 5 and 6 and all or any portion of Lot 2 owned by Pac Bell without Pac Bell's prior written consent, which shall not be unreasonably withheld. Declarant agrees and acknowledges that it shall be reasonable for Pac Bell to withhold consent if the proposed location, size or use of any such easement (i) would interfere in any material respect with Pac Bell's existing or intended uses and operations on such Lots as described in subsection (a) above, or (ii) may cause Pac Bell to incur extra expense to redesign or relocate such uses or operations, to incur extra expense to mitigate problems or conditions created by any such easement, or to lose efficiency in the siting or pattern of such uses and operations.

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IN WITNESS WHEREOF, the undersigned have executed
this Amended Declaration on the date first hereinabove
written.

TORRANCE CENTER II, a California general
partnership

By: GASCON MAR LTD., a California
limited partnership, General
Partner

By: GASCON DEVELOPMENT, INC., a
California corporation,
General Partner of GASCON MAR,
LTD.

By: Neil D. Gascon
Neil D. Gascon,
President

By: MAR DEVELOPMENT CORPORATION, a
California corporation,
General Partner of GASCON
MAR, LTD.

By: Allan W. Mackenzie
Allan W. Mackenzie,
President

Name of Notary Public: Rosy O'Bryen
Date Commission Expires: 7-31-90

I certify under the penalty of perjury that the foregoing is true and correct.

Place of Execution: Los Angeles, California

Date: 8-2-89

Signed: R. Cox T&T Co.

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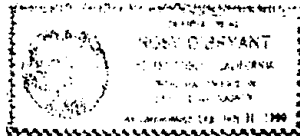
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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On July 25, 1989, before me, Rosy O'Bryant, a Notary Public in and for said State, personally appeared NEIL D. GASCON, personally known to me or proved to me on the basis of satisfactory evidence to be the President of GASCON DEVELOPMENT, INC., who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER II, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Rosy O'Bryant
Rosy O'Bryant

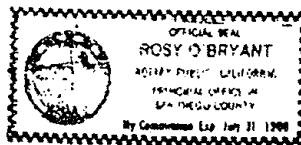


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On July 25, 1989, before me, Rosy O'Bryant, a Notary Public in and for said State, personally appeared ALLAN W. MACKENZIE personally known to me or proved to me on the basis of satisfactory evidence to be the President of MAR DEVELOPMENT CORPORATION, who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER II, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Rosy O'Bryant
Rosy O'Bryant



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Exhibit "A"

Description of Property

Lots 1 through 21, inclusive, of Tract No. 44948 in the City of Torrance, County of Los Angeles, State of California, according to Map thereof Recorded in Book 1109, Pages 97, 98 and 99 of Maps, in the Office of the County Recorder of said County, at File No. 88-1028487.

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Exhibit "B"

Votes Allocated By Lot

<u>Lot No.</u>	<u>Number of Votes</u>
1	757
2	770
3	539
4	534
5	381
6	604
7	367
8	375
9	397
10	421
11	421
12	421
13	374
14	437
15	827
16	355
17	312
18	423
19	423
20	431
21	431
TOTAL	10,000

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